ness of renting property in the District of Columbia. *Held*, that the Rent Law was invalid, inasmuch as there is no devotion of rented property to a "public use." *Hirsh* v. *Block* (C. C. A., D. C., 1920), 267 Fed. 614.

In the exercise of its police power a state may regulate rates charged in businesses "affected with a public interest." *Munn* v. *Illinois*, 94 U. S. 113: *Budd* v. *New York*, 143 U. S. 517; *Brass* v. *North Dakota*, 153 U. S. 391; *German Alliance Insurance Co.* v. *Lewis*, 233 U. S. 389. Congress possesses all the police power within the District of Columbia that a state legislature has within its state. *Washington Terminal Co.* v. *District of Columbia*, 36 App. D. C. 186, 191; *District of Columbia* v. *Brooke*, 214 U. S. 147, 149. The majority of the court in the principal case refused to differentiate between a "public interest" and a "public use," and explained *Munn* v. *Illinois, supra*, as based upon the fact that the owner of the grain elevator in that case had devoted it to a public use in handling grain for the public generally. The dissenting opinion in the principal case points out that the argument was advanced in the *Munn* case and its successors that the owners of the property in question were private individuals, doing a private business without any privilege or monopoly granted to them by the state; yet it was held that their property was affected with a "public interest." Against these considerations "the court opposed the ever existing police power in government and its necessary exercise for the public good, and declared its entire accommodation to the limitations of the Constitution." *German Alliance Insurance Co.* v. *Lewis, supra*. In the case last mentioned the business of fire insurance was held to be affected with a "public interest" and subject to regulation. See 28 HARV. L. REV. 84 for a discussion of this case. The idea that a "public interest" is synonymous with a "public use" has been advocated in every case from *Munn* v. *Illinois* to the *German Alliance* case, and has found favor only in the dissenting opinions. In the exercise of the war-power Congress regulated prices of necessaries, yet even the war-power can touch only "business affected with a public interest," and clearly there was no devotion of property to a "public use." See *Weed & Co.* v. *Lockwood*, 266 Fed. 785. Whether or not Congress is justified in declaring the rent business affected with a public interest under the conditions prevailing in the District of Columbia, it seems clear that the statute cannot be disposed of by a conclusion that there is no "public use" involved. For a more extended discussion as to the scope of the phrase "businesses affected with a public interest," see 19 MICH. L. REV. 74.

CONSTITUTIONAL LAW—REPEAL OF TAX EXEMPTION AS IMPAIRMENT OF CONTRACT.—Under a New York statute of 1853 (Laws of 1853, c. 462) the relator's property was exempt from taxation above the value of $30,000. This statute was repealed by an act of 1909 (Acts of 1909, c. 201), and thereafter the assessors of the City of Troy placed a value of one million dollars upon the relator's property, upon which valuation city taxes were assessed. In an action to set aside the taxes so assessed, the relator claims that the repeal of the act of 1853 effected an impairment of his contract, embodied

in that act, contrary to the contract clause of the Federal Constitution (Art. I, § 10). *Held,* assessment should be sustained. *People ex rel. Troy Union Ry. Co.* v. *Mealy* et al. (1920), 41 Sup. Ct. Rep. 17.

The courts are not inclined to view claims for exemption from taxation favorably. *Tucker* v. *Ferguson,* 89 U. S. 527. And will not find a contract in a statute granting such exemption unless there is *quid pro quo. Ry. Co.* v. *Supervisors,* 93 U. S. 596. To the contrary, where it appears that the party exempted furnished no consideration, the exemption is simply a promise of a gratuity, spontaneously made, and subject to repeal at the pleasure of the legislature. *Christ Church* v. *Phila. County,* 65 U. S. 300. Mere action in reliance upon the statute will not be held good consideration. *Ry. Co.* v. *Powers,* 191 U. S. 379. But even where a consideration has been given, an express reservation of power to repeal, in the act itself or in the state constitution, will give the legislature the right to withdraw the privilege at will. *Greenwood* v. *Freight Co.,* 105 U. S. 13; *Calder* v. *Michigan,* 218 U. S. 591. A grant of privileges contained in a corporate charter stands upon a somewhat different footing. In such a case the precedent of *Dartmouth College* v. *Woodward,* 4 Wheat. 518, precludes the court from holding that a grant of exemption is *nudum pactum. Owensboro* v. *Telephone Co.,* 230 U. S. 58. The decision in the principal case rests upon a solid foundation in that the relator furnished no consideration for the exemption, and furthermore, that the right of repeal was reserved in Art. VIII, § 1 of the Constitution of New York.

CRIMINAL LAW—WAIVER OF CONFRONTATION.—During the progress of the defendant's trial on the charge of rape the state offered in evidence, without objection on the part of the accused or his counsel, the testimony of the prosecutrix as taken before the grand jury. Counsel for the state and for the defendant were present in the grand jury room when the evidence was given, and both agreed to the use of the testimony at the trial. *Held,* the defendant had waived his constitutional right to be confronted by the witness, notwithstanding the fact that the stipulation had been made by an attorney appointed by the court to represent the accused. *Denson* v. *State* (Ga., 1920), 104 S. E. 780.

By the federal constitution and the constitutions of most of the states, in a criminal proceeding the accused has a right to be confronted with the witnesses against him. 1 WIGMORE EV., Sec. 1396. The authorities are practically uniform on the proposition that this right of confrontation is a personal privilege which the accused can waive. *Smith* v. *State,* 145 Wis. 612, 130 N. W. 461; *State* v. *Williford,* 111 Mo. App. 668, 86 S. W. 570; 2 BISHOP, NEW CRIMINAL PROCEDURE [2d Ed.], Sec. 1205; 16 C. J. 840. The waiver may be either by express consent, as where the accused agrees to the reading of depositions taken elsewhere; by failure to assert the right in time; or by conduct inconsistent with a purpose to insist on it. *State* v. *Mitchell,* 119 N. C. 874, 25 S. E. 873; CHAMBERLAYNE, EV., Sec. 462. According to the great weight of authority an express agreement or stipulation made by counsel for